

Copy to: Clerk of the Board  
Ted Howard, Risk Management  
Kathy Sicard, Materials Management

**INVITATION FOR BID FOR: STRUCTURED SETTLEMENTS (ANNUITY) SERVICE PROVIDERS – RM (NIGP 94612)**

**1.0 INTENT:**

The intent of this Call for Bids is to identify and qualify professional and responsible providers of Structured Settlement Services (annuities) for the Maricopa County Risk Management Department. Such services shall include developing, at the direction of Maricopa County Risk Management, **annuity programs** to assist Maricopa County settle public liability, medical malpractice and workers' compensation loss of earning capacity cases.

*A maximum of six (6) selected providers will be placed upon a rotating listing maintained for the assignment of cases. Cases will be assigned, at the sole discretion of Risk Management, to Providers as they arise regardless of case type, size and scope. The rotational listing will be maintained by Maricopa County Risk Management, which will contact the Provider next up on the rotational listing, as the need arises.*

***Provider remuneration will be based solely upon, and only result from, the purchase of an annuity or series of annuities arising out of a specifically assigned case's settlement, and only from the financial institution or insurance carrier's fees or commissions resulting from such purchase. No fee, commission or hourly rate will be paid by Maricopa County.***

*Initial award shall be made for a period of three (3) years, with renewal options. The rotational listing of awarded contractors will be maintained by Risk Management throughout the award period.*

**2.0 SCOPE OF SERVICES/REQUIREMENTS:**

- 2.1 Provider shall furnish all necessary labor, materials and equipment needed to provide structured settlement services in accordance with the provisions specified herein.
- 2.2 Provider shall develop structured settlement programs, as directed by Maricopa County, to assist Maricopa County settle public liability, medical malpractice and workers' compensation cases.
- 2.3 Provider shall attend meetings, settlement conferences, hearings or trials as directed by Maricopa County Risk Management in support of Maricopa County's casualty claim, litigation and workers' compensation management responsibilities.
- 2.4 Provider shall offer recommendations for improvement of Maricopa County's structured settlement process.
- 2.5 Provider shall supply claim and economic data in support of case settlement.
- 2.6 Provider shall provide written and oral case reports as directed by Risk Management.
- 2.7 Provider shall provide reports, quotes and structured settlement information and data as directed by Risk Management within the time period and in the format required.
- 2.8 At the sole discretion of, and by the date required by, Risk Management, Provider shall submit revised information, data and annuity quotes when Provider's performance differs from planned performance or a case's specifics dictate otherwise.
- 2.9 Provider shall provide quotes for annuities, treasury notes or bonds or a combination thereof, from a Risk Management, pre-approved, pre-selected number of agencies, financial institutions, or insurance or annuity companies. No less than six (6) quotes will be required without prior approval of Risk Management.

2.0 **SCOPE OF SERVICES/REQUIREMENTS:** (continued)

- 2.10 All quotations shall be obtained from insurance or annuity companies possessing a current minimum rating, as selected by Risk Management, from A. M. Best, Inc.
- 2.11 Provider, at the sole discretion of Risk Management, may be required to provide expert economic evaluations, damage analysis, settlement negotiation services, post settlement services (for example; document preparation) and expert trial testimony.
- 2.12 Provider shall assign one individual as the Provider's primary structured settlement professional; and, any replacements thereof shall be pre-approved by Maricopa County Risk Management.
- 2.13 Unless directed otherwise by Risk Management, all annuities must be reassigned thereby **relieving** Maricopa County of any potential contingent liability exposure should an insurance or annuity company be unable to fulfill its present or future obligations.
- 2.14 **Sub-providers shall not be used to provide the work or services required by this Call for Bids.**
- 2.15 At any time, and at the sole discretion of, Risk Management, a specific case may be assigned or re-assigned to any Provider on the current rotational listing.
- 2.16 Maricopa County Risk Management reserves the right to remove any Provider from the rotational listing at the sole discretion and convenience of Maricopa County.
- 2.17 Provider, at Provider's own cost and expense, shall provide quotes, reports, information and data; and, represent Maricopa County regarding structured settlements at various venues as directed by Risk Management.
- 2.18 **MANDATORY PROVIDER QUALIFICATIONS:**

**- MANDATORY- BIDDERS/RESPONDENTS SHALL PROVIDE APPROPRIATE WRITTEN RESPONSES TO EACH OF THE FOLLOWING QUALIFICATIONS SECTIONS 2.18.1 THRU 2.18.8. EACH RESPONSE SHALL BE IDENTIFIED AS A RESPONSE TO THE SPECIFIC SECTION (CLEARLY IDENTIFIED AS A RESPONSE TO THAT SPECIFIC SECTION), AND SHALL BE INCLUDED AS AN ATTACHMENT TO ATTACHMENT A .**

- 2.18.1 **Provider's firm shall have an office located within Maricopa County; and, such office shall provide the structured settlement services required by this Call for Bids.**
- 2.18.2 *Provider's local office shall have at least five (5) years experience providing structured settlement services to State of Arizona public entities and/or school districts.*
- 2.18.3 *Provider shall demonstrate expertise and experience in evaluating, and defining the impact of proposed Federal or State of Arizona legislation that may affect structured settlements' financial advantages or tax structure.*
- 2.18.4 **Provider shall submit a fully detailed, complete Qualifications Statement for performance of the work or services under this agreement. Maricopa County reserves the right to reject any Provider when, in its opinion, the Provider has not demonstrated expertise and experience to perform effectively during the agreement's period.**
- 2.18.5 *Provider shall submit a listing of five current Arizona public entity and/or school district clients including telephone number, business address and contact person.*

2.18.6 *Provider shall demonstrate membership in, or association with, Arizona chapters of professional risk management or insurance societies or associations; for example, RIMS, PRIMA and CPCU.*

2.18.7 *Provider shall demonstrate experience in handling cases involving medical malpractice, workers' compensation and tort liability cases.*

2.18.8 *Provider shall submit organization charts of their Maricopa County office(s) and resumes of those employees to be assigned primary and support responsibility on behalf of Maricopa County.*

2.19 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.20 AX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.21 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused

by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

### 3.4 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

**3.4.1 Commercial General Liability:**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

**3.4.2 Automobile Liability:**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

**3.4.3 Workers' Compensation:**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

**3.4.4 Errors and Omissions Insurance:**

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

**3.4.5 Certificates of Insurance.**

**3.4.5.1** Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

**3.4.5.2** Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **Contractor's** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **County** fifteen (15) days prior to the expiration date.

3.4.5.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 NO GUARANTEED QUANTITIES.

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract

3.6 ORDERING AUTHORITY.

3.6.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.6.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.6.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.6.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT OFFICER, 602-506-3274  
([sfisher@mail.maricopa.gov](mailto:sfisher@mail.maricopa.gov))

Technical telephone inquiries shall be addressed to:

Ted Howard, Risk Management, 602-506-7888

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 EVALUATION CRITERIA.

The evaluation of Bids will be based on, but will not be limited to, the following:

- 3.8.1 Full and complete compliance with specifications/qualifications and all requested documents properly submitted.
- 3.8.2 Full and complete agreement with terms, conditions and remuneration.
- 3.8.3 Determination of responsibility and full compliance with specifications
- 3.8.4 In the event that more than six (6) fully responsive/responsible responses are received for this solicitation effort, the using agency (Risk Management) shall determine the most qualified respondent(s)/bidder(s) via review of responses to *Section 2.18, MANDATORY PROVIDER QUALIFICATIONS*.

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

**Respondents shall provide one (1) original hardcopy (labeled), AND one (1) hardcopy copies (identified as "COPY" and one (1) complete electronic copy, including pricing (Attachment A shall be in Excel format, NO pdf files), on CD.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.10 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent must review its Bid submission to assure the following requirements are met.

- 3.10.1 **Mandatory:** One (1) original hardcopy (labeled), one (1) hardcopy copies of the bidder's complete response to this solicitation. and one (1) complete electronic copy on a CD, as defined in 3.10 above;
- 3.10.2 **Mandatory:** Attachment "A", Pricing (Excel format only);
- 3.10.3 **Mandatory:** Attachment "B", Agreement; and
- 3.10.4 **Mandatory:** Attachment "C", References.

3.11 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.11.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- 3.11.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 3.11.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or



commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.11.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.11.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.11.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.11.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**3.12 POST AWARD MEETING:**

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**ATLAS SETTLEMENT GROUP, INC., 8687 E. VIA DE VENTOURA STE 312, SCOTTSDALE, AZ 85258**

PRICING SHEET 9461202

Vendor Number:	W000006963 X
Telephone Number:	480-222-7072
Fax Number:	480-222-7075
Contact Person:	Sara Vanfleet
E-mail Address:	<a href="mailto:svanfleet@atlassettlements.com">svanfleet@atlassettlements.com</a>
Company Web Site:	<a href="http://www.atlassettlements.com">www.atlassettlements.com</a>
Contract Period:	To cover the period ending <b>January 31, 2011.</b>

**CAMBRIDGE GALAHER SETTLEMENTS AND INSURANCE SERVICES INC.,**  
**1 TECH DRIVE STE 112, ANDOVER, MA 01810**

PRICING SHEET 9461202

Vendor Number: W000010789 X

Telephone Number: 800-538-0206

Fax Number: 978-685-7717

Contact Person: David Hays

E-mail Address: [david.hays@cambridge-na.com](mailto:david.hays@cambridge-na.com)

Company Web Site:

Contract Period: To cover the period ending **January 31, 2011.**

**EPS SETTLEMENTS, 14603 S. 24<sup>TH</sup> WAY, PHOENIX, AZ 85048**

PRICING SHEET 9461202

Vendor Number:	W000007739 X
Telephone Number:	480-704-1074
Fax Number:	480-704-0698
Contact Person:	Lori Shipley
E-mail Address:	<a href="mailto:lshipleyu@epssettlements.com">lshipleyu@epssettlements.com</a>
Company Web Site:	<a href="http://www.epssettlements.com">www.epssettlements.com</a>
Contract Period:	To cover the period ending <b>January 31, 2011.</b>

**RINGLER ASSOCIATES PHOENIX, INC., 345 E. FLOWER ST, PHOENIX, AZ 85012**

PRICING SHEET 9461202

Vendor Number:	W000010887 X
Telephone Number:	602-954-0400
Fax Number:	602-954-0590
Contact Person:	John Kearns
E-mail Address:	<a href="mailto:jkearns@ringlerassociates.com">jkearns@ringlerassociates.com</a>
Company Web Site:	<a href="http://www.ringlerassociates.com">www.ringlerassociates.com</a>
Contract Period:	To cover the period ending <b>January 31, 2011.</b>

**WARD & ASSOCIATES, INC., 4517 N. 12<sup>TH</sup> STREET, PHOENIX, AZ 85014**

PRICING SHEET 9461202

Vendor Number:	W000010886 X
Telephone Number:	602-279-0997
Fax Number:	602-248-8053
Contact Person:	Callie Van Kleek
E-mail Address:	<a href="mailto:cvankleeck@qwest.net">cvankleeck@qwest.net</a>
Contract Period:	To cover the period ending <b>January 31, 2011.</b>